

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SCOTTSDALE INSURANCE
COMPANY,

Plaintiff,

v.

NATIONWIDE MEDICAL, INC.,
HOWARD SIEGEL, DAVID SIEGEL,
and Does 1 through 10, inclusive.

Defendants.

CASE NO. 2:15-cv-00436 DDP (FFM)

**JUDGMENT FOR
PLAINTIFF/COUNTER-
DEFENDANT SCOTTSDALE
INSURANCE COMPANY**

NATIONWIDE MEDICAL, INC.,
HOWARD SIEGEL, and DAVID
SIEGEL,

Counter-Claimants,

v.

SCOTTSDALE INSURANCE
COMPANY,

Counter-Defendant.

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The motion of plaintiff/counter-defendant Scottsdale Insurance Company
3 (“Scottsdale”) for summary judgment, or, in the alternative, partial summary
4 judgment, came on regularly for hearing before this Court on October 23, 2017, at
5 10:00 a.m.

6 After consideration of the admissible evidence, the separate statement of
7 uncontroverted facts and conclusions of law, and the points and authorities, the
8 Court hereby finds that there is no genuine issue as to any material fact, and
9 Scottsdale is entitled to judgment as a matter of law, with respect to the following:

10 First, there is no genuine issue as to any material fact and Scottsdale is
11 entitled to judgment as a matter of law with respect to Scottsdale’s first cause of
12 action for declaratory relief and reimbursement because the business and
13 management indemnity policy issued by Scottsdale to Nationwide Medical, Inc.
14 (the “Policy”) does not cover the underlying action, *Calligeros v. Nationwide*
15 *Medical, Inc., et. al.*, Los Angeles Superior Court Case No. BC512982 (the
16 “Underlying Action.”).

17 Second, there is no genuine issue as to any material fact and Scottsdale is
18 entitled to judgment as a matter of law with respect to Scottsdale’s second cause of
19 action for allocation, as the allocation provision in the Policy makes clear that
20 Scottsdale is only obligated to provide indemnity for covered claims, and the
21 judgment in the Underlying Action is not covered, in whole or in part.

22 Third, there is no genuine issue as to any material fact and Scottsdale is
23 entitled to judgment as a matter of law with respect to Nationwide’s first cause of
24 action for declaratory relief, because the Policy does not cover the Underlying
25 Action.

26 Fourth, there is no genuine issue as to any material fact and Scottsdale is
27 entitled to judgment as a matter of law with respect to Nationwide’s second cause
28 of action for breach of contract, because Scottsdale does not owe Nationwide

1 additional benefits under the Policy.

2 Fifth, there is no genuine issue as to any material fact and Scottsdale is
3 entitled to judgment as a matter of law with respect to Nationwide's third cause of
4 action for breach of the implied covenant of good faith and fair dealing because the
5 Policy does not cover the Underlying Action.

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8 Dated: February 20, 2018

By:



Dean D. Pregerson

UNITED STATES COURT DISTRICT JUDGE